

<b>CONTRACT AWARD</b>		<b>STATE OF ALASKA</b> HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)		<b>CONTRACT AWARD NUMBER</b>	
				<b>1608098</b>	
ORDERING DEPARTMENT		COMMODITY CODE		DATE OF CONTRACT	
HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508		NUMBER & PERIOD OF RENEWAL OPTIONS ONE YEAR		9/24/07	
		DATE INITIAL CONTRACT BEGINS 9/24/07		PR NO./DATE ASSIGNED	
				DATE INITIAL CONTRACT ENDS 9/23/09	
CONTRACTOR		GS VENDOR CODE:			
BOB'S SERVICES, INC.		ISSUED IN ACCORDANCE WITH BID # SEF- 1275			
ADDRESS		DATED: 9/24/07			
2009 SPAR AVENUE		PRICE ADJ. REQ. PRIOR TO EACH RENEWAL:			
ANCHORAGE, AK 99501		CPI/PPI BASE INDEX POINTS & MO/YR:			
CONTACT NAME		REVIEW DATE:			
KEITH SKALSKY		RENEWALS EXPIRE (MO/YR):			
TELEPHONE NUMBER		ESTIMATED VALUE OF INITIAL TERM: \$200,000.00			
276-1972		REBID:			
SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508					
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.					
<b>DESCRIPTION</b>					
<p><b><u>TWO YEAR CONTRACT TO PURCHASE AIP SLIDE-IN MATERIAL</u></b></p> <p><b><u>SPREADERS FOR MOUNTING ONTO EXISTING STATE OWNED PLOW TRUCKS</u></b></p> <p><b><u>AT ALASKA RURAL AIRPORTS</u></b></p> <p><b>CONTRACTING OFFICER</b></p> <p><b>LYNDA SIMMONS</b></p> <p><b>PHONE: (907) 269-0788</b></p> <p><b><u>TABLE OF CONTENTS</u></b></p> <p><b><u>SECTION</u></b></p> <p><b>I. STANDARD TERMS &amp; CONDITIONS</b></p> <p><b>II. SPECIAL TERMS &amp; CONDITIONS</b></p> <p><b>III. CONTRACT PRICE SCHEDULE</b></p> <p><b>IV. SPECIFICATIONS</b></p>					
CONTRACTING AUTHORITY NAME & TITLE				SIGNATURE	
LYNDA SIMMONS, CONTRACTING OFFICER III					
TELEPHONE NO: 907-269-0793 FAX NO: 907-269-0801					
<b>IMPORTANT</b> 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.					

## SECTION I

### STANDARD TERMS AND CONDITIONS

- 1.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The contractor's failure to supply this evidence within the time required by the State will cause the State to consider the contract non-responsive and reject the bid.
- 2.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting Officer.
- 3.0 ASSIGNMENT:** A contractor may not assign any portion of a contract unless authorized in advance and in writing by the Contracting Officer.
- 4.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the contractor.
- 5.0 CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 6.0 CONTRACT PERIOD:** From the date of award for TWO YEARS (24 months). There is an option to renew for a third (3rd) year.
- 7.0 DEFAULT:** In case of contractor default, the State may procure the goods or services from another source and hold the contractor responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible contractors. Also refer to Section II – Special Terms and Conditions, paragraph 3 on “F.O.B. Point”.
- 8.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain with the contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and contractor's warranty obligations.
- 9.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

- 10.0 DISPUTES:** Any disputes arising out of this contract shall be resolved under the laws of Alaska. An appeal or any original action to enforce any provision of this agreement must be in the superior court for the First Judicial District of Alaska.
- 11.0 FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 12.0 INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.
- 13.0 INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with contract specifications, the State may reject the goods and require the contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If the contractor is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.
- 14.0 INSURANCE:**
- 14.1 Without limiting contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.
- 14.2 Proof of insurance is required for the following:

- 14.2.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 14.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 14.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 14.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the contractor non-responsive and to reject the bid.
- 15.0 ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.
- 16.0 NEW EQUIPMENT:** Equipment offered in response to this contract must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.
- 17.0 PAYMENT:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.
- 18.0 SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.
- 19.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.

- 20.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.
- 21.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 22.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a contractor shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 23.0 TAXES:** Prices quoted in contracts must be exclusive of federal, state, and local taxes. If the contractor believes that certain taxes are payable by the State, the contractor may list such taxes separately, directly below the price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 24.0 USE OF BRAND OR TRADE NAMES:** Brand or trade names used by the State in contract specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not a statement of preference nor are they intended to limit or restrict competition. Contractors may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. All such brand substitutions shall be subject to the State's approval.
- 25.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. The contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with contract specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

## SECTION II

### SPECIAL TERMS AND CONDITIONS

#### 1.0 DELIVERY:

- 1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment, or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):
  - 1.1.1 Dealer and vehicle identification
  - 1.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
  - 1.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
  - 1.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
  - 1.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
  - 1.1.6 Units delivered in an incomplete state, or that have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below."
- 1.2 **Delivery Receipt:**
  - 1.2.1 A delivery receipt will be required for each unit delivered. This form will be supplied by the State Equipment Fleet prior to delivery. The receipt must be filled out by the contractor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the contractor's invoice to support and properly identify the vehicle delivered.
  - 1.2.2 Contractors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Regional Equipment Managers are to be contacted regarding delivery coordination and contacts.
  - 1.2.3 Under no conditions will warranty documents be presented at time of delivery for signature. Only the Contracting Officer or designee may sign warranty documentation.

## **2.0 LINE SHEETS/BILL OF MATERIALS:**

- 2.1 It is required within 30 days after delivery that the contractor provide a comprehensive listing of all components used to assemble the unit.
- 2.2 This includes any components installed by the manufacturer or any subcontractor or the contractor.
- 2.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, plows, snow wings, belly blades, cranes, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.
  - 2.3.1 On after-market items that are installed, part numbers with descriptions, such as, but not limited to hydraulic fittings, are to be provided.
- 2.4 A minimum of four (4) CD's per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or state PO number.

## **3.0 F.O.B. POINT:**

- 3.1 The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.
- 3.2 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.
- 3.3 All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

## **4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:**

- 4.1 Time is of the essence in this contract. The contractor is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the contract schedule and the delivery date to the State. In the case of a slide-in material of this class, that daily rental fee is determined to be **\$63.00**. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to inspect the goods.

- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

## **5.0 WARRANTY:**

- 5.1 **Standard Warranty Package:** Unless otherwise stipulated by this contract, the contractor will provide a five-year (60-month) warranty.
- 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for the 60-months, from the date the unit is placed in service.
- 5.1.2 Warranty repairs shall take place at the vendor's authorized warranty service center(s) in Anchorage or Fairbanks, as a minimum. All travel costs for warranty performed outside of these areas will be billed as follows:
- 5.1.2.1 Travel Labor Charge, as quoted in Section III – Contract Price Schedule. Travel labor will only be reimbursed for the time the employee is traveling from a warranty service center to the in-service location and return.
- 5.1.2.2 Mileage Charge, from the warranty service center to the in-service location, as quoted in Section III – Contract Price Schedule.
- 5.1.2.3 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$42.00 per day.
- 5.1.2.4 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the ticket.
- 5.1.2.5 Lodging shall be reimbursed at actual and shall not exceed \$100.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 5.1.2.6 Travel must be charged from the closest warranty service center to the in-service location unless otherwise approved by the Contract Administrator.
- 5.1.3 **Full Warranty Coverage** includes all cost of labor, parts, freight of parts or associated tools, transportation, lubricants, miscellaneous costs, etc. within the in the Anchorage, Fairbanks and Juneau areas (within a 10 mile radius) to place the unit in like-new condition. Note: The contractor does not have to have a facility in all three locations.
- 5.1.4 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.



5.2 **General Warranty Requirements for all Equipment:**

5.2.1 **Warranty Exceptions:**

- 5.2.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by contractor/manufacturer.

5.2.2 **In-Service Date:**

- 5.2.2.1 Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the contractor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

5.2.3 **Authorized Warranty Dealer (Contractor) and Subcontractor:** For the purpose of this contract, the contractor must meet the following applicable requirements:

5.2.3.1 Contractor must:

- 5.2.3.1.1 possess a current Alaska Motor Vehicle Dealer License pursuant to AS 08.66.010 through AS 08.66.090, when offering motor vehicles, trailers or semi-trailers, and;
- 5.2.3.1.2 be a manufacturer(s) authorized warranty service dealer for each unit, and;
- 5.2.3.1.3 have the capability of providing warranty servicing and repair work within the State of Alaska, with authorized warranty repair facilities in Anchorage or Fairbanks at a minimum.

- 5.2.3.2 Contractor, if appropriate, shall submit the name, address, and a copy of current Alaska business license of any subcontractor who will provide the warranty servicing and repair work referenced in paragraph 5.1 above. The contractor must also provide contractual documentation or agreements with the subcontractor insuring the state that the subcontractor will provide complete contract performance on behalf of the contractor as set forth in this contract and verification that the work provided will maintain manufacturer's warranty requirements.

- 5.2.3.2.1 Approval of all subcontractors must take place prior to the bid opening.

5.2.3.2.2 The use of a subcontractor does not exclude the provisions as noted in paragraphs 5.2.4.1, and subsequent paragraphs, as requirements to the contractor.

**5.2.4 Warranty Claims:**

- 5.2.4.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the contractor may perform warranty work at the State's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the contractor.
- 5.2.4.2 The State of Alaska has established a warranty procedure whereby the contractor is to be notified via letter, telex, fax, telegram, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The contractor must notify the state immediately that it will begin to perform the warranty work at the equipment location within 48 hours from receipt of written notification. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 48 hours).
- 5.2.4.3 Failure to notify the State, that the contractor intends to begin to perform warranty work promptly under this paragraph, by the end of the business day following the states notification that work is required to be performed, is considered a contractual breach.

5.2.5 The contractor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be **\$86.00** per hour. Labor hours to be charged will be in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used. Warranty work performed by state shop personnel at locations where no shop personnel are permanently stationed may be subject to travel expenses incurred involving those warranty repairs.

**5.2.6 Factory Recall:**

- 5.2.6.1 Nationwide factory recall or product update programs are the responsibility of the contractor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state

should, in addition to serial number, include model, year, and dealer from who purchased.

5.2.7 Hazardous Material:

5.2.7.1 Due to concerns about liability resulting from hazardous materials being left at the work site on State of Alaska property, effective immediately no vendors will be allowed to use the State of Alaska rural airport facilities to perform warranty work unless they agree and sign a letter of intent stating that all waste products including oil, coolant and garbage will be removed from the work site. Contractors should not that in some village locations other suitable facilities might be available for rent from local residences or village authority.

**6.0 REPAIR ORDERS AND DOCUMENTATION:**

6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this contract, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

**7.0 PUBLICATIONS:**

7.1 Publications for each unit ordered are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

7.1.1 All manuals are to be pre-assembled in factory binders prior to delivery.

**7.2 Service Manuals:**

7.2.1 Complete set(s) (compact disc or books) to include applicable information covering prime unit and attachments:

7.2.2 Body and electrical

7.2.2.1 NOTE: If a compact disc is not available from the factory, when CD's are requested on the purchase order, the paper version is acceptable.

7.2.3 Wiring diagrams

7.2.4 Service specifications

**7.3 Parts Manuals:**

7.3.1 Complete set(s) (compact disc or paper books) to include prime unit and attachments, including updates. If updates are not provided during the one-year warranty period, the State will order them from the manufacturer and bill the contractor for the full cost, including shipping.

7.3.2 Parts manuals are to be customized by serial number.

- 7.4 **Operator's Manuals:** Complete set(s).
- 7.5 **Quantities:** As noted on Purchase Order.
- 7.6 **Manuals:** To be delivered to, and receipt signed by:
- 7.6.1 Person(s) as noted on the Purchase Order.
- 7.7 **Service Bulletins, Etc.:** The contractor must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the contractor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to the following location(s):
- Central District: DOT&PF, Dave Bryson – Central District Equipment Manager, 4801 Boniface Parkway, Anchorage, Alaska 99507. (907-269-5935)
- Southwest District: DOT&PF, Dee Linton – Southwest District Equipment Manager, 4801 Boniface Parkway, Anchorage, Alaska 99507. (907-269-5971)
- Northeast District: DOT&PF, Bobby Pace – Northeast District Equipment Manager, 2301 Peger Road, Fairbanks, Alaska 99709 (907-451-5219)
- Northwest District: DOT&PF, Tom Victorino – Northwest District Equipment Manager, 2301 Peger Road, Fairbanks, Alaska 99709 (907-451-2264)
- Southeast District: DOT&PF, Ken McBride – Southeast District Equipment Manager, 6860 Glacier Highway, Juneau, Alaska 99801 (907-465-1792)

## 8.0 INSPECTIONS:

- 8.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the contractor thereof. Without limiting any other rights of the State, The State at its option, may require the contractor to:
- 8.1.1 Repair or replace at contractor's expense, any or all of the damaged goods,
- 8.1.2 refund the price of any or all of the damaged goods, or
- 8.1.3 accept the return of any or all of the damaged goods.

- 8.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the contractor.

## **9.0 PRICE:**

- 9.1 **Price Guarantee:** The contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
- 9.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 9.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
- 9.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
- 9.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
- 9.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
- 9.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
- 9.4 **Price Decreases:** During the period of the contract, the contractor must pass on to the state all price decreases, such as fleet rebates. A contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

## **10.0 COOPERATIVE PURCHASING:**

- 10.1 All requests to cooperatively purchase, by qualified political subdivisions, from the resulting contract shall be approved by the Contracting Officer.
- 10.2 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.
- 10.3 The contractor shall charge, and subsequently reimburse to the State after receipt and payment by purchaser, a users fee of 2% or \$1,000.00, whichever is less, for each unit ordered by a qualifying political subdivision. Any administrative fee resulting to the contractor in fulfillment of this requirement must be included in the bid price of the offered unit.

**11.0 MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the CONTRACTOR'S responsibility to inform the Contracting Officer in writing and to advise the procedures for obtaining such rebates.

**12.0 REPLACEMENT PARTS:**

- 12.1 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts to the State of Alaska's Anchorage or Fairbanks facilities within two (2) working days of order or to Juneau's facility within seven (7) working days. All other parts must be available within ten (10) working days.
- 12.2 Back order procedures: Back orders are acceptable; however, the ordering shop shall be apprised at time of original orders as to the expected delay in delivery.
- 12.3 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
  - 12.3.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supercedes.
  - 12.3.2 Parts Return: Within 12 months of purchase, the State is to be allowed to return new, parts with full refund, less shipping charges.
  - 12.3.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

**13.0 BRAND NAME SPECIFICATION:** For purposes of this contract, certain vehicle accessories are specifically identified by brand name and model/part number. Only the listed brand name and model/part numbers are acceptable. Substitutes shall be not allowed.

**14.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting Officer.

**15.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

**16.0 EQUIPMENT RELIABILITY:**

- 16.1 Reliability of equipment is paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment must be capable of meeting the acceptable reliability standard stated below.

- 16.2 **Acceptable Reliability:** The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:
- 16.2.1 A.90 (90 percent) RR during any consecutive 12-months (365 days) during the warranty period.
  - 16.2.2 A .75 (75 percent) RR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.
  - 16.2.3 RR below the stated percentages do not meet minimum reliability requirements for state owned equipment.
- 16.3 **Machine Failure and Downtime:**
- 16.3.1 **Machine Failure** is any and all loss of capability to perform fully, as specified, which is not attributed to **Conditioned Failure**. Machine failure resulting in the unit being out of service is defined as **Downtime**.
  - 16.3.2 **Conditioned Failure** is any machine failure attributable to accident, operator abuse or other external cause not attributable to a defect in the machine itself.
  - 16.3.3 **Downtime** is the actual number of days or fractions of days that the equipment is in a state of Machine Failure. Downtime does not count time used for scheduled maintenance (including preventative maintenance and scheduled major overhauls), time lost for repair maintenance and scheduled major overhauls), time lost for repair of damage as a result of operator abuse or machine misapplication; or time lost as result of accident or an act of God. Downtime includes:
    - 16.3.3.1 Actual shop hours (and/or field repair hours) required to return unit to full operational status following machine failure, including trouble-shooting, repair, necessary replacement of parts, and necessary adjustments, plus
    - 16.3.3.2 Time lost waiting for parts and/or vendor assistance. "Waiting downtime" also applies if need for parts/assistance is discovered during routine maintenance and return to service is deemed counterproductive. In this case, "waiting time" clock begins with notice of need to vendor. Allowance may be considered in "waiting time" calculations if arrival of parts/assistance is delayed by transportation shutdown, to include verifiable transportation scheduling difficulties such as infrequent flights as long as all reasonable alternatives have been exhausted. Parts and assistance are to be provided by the quickest means reasonably possible to avoid unnecessary delays and downtime.

- 16.3.4 **Out of Service Report (OSR):** Downtime resulting from machine failure is the actual number of hours a machine is out of service as recorded on the OSR or in the Equipment Maintenance Management System (EMS).
- 16.3.5 The state will record all downtime on an OSR or EMS work order, which will be originated for each occurrence of downtime. The document will show the date and time a unit went down, the location where the machine was abused, the reason the machine is down, date and time the vendor was notified (if applicable), the date and time the machine was returned to service, and the total hours of downtime.
- 16.3.5.1 The Contract Manager will finalize and approve the OSR or EMS work order. Both are available for contractor review.
- 16.3.6 **Reporting Downtime:** The Contracting Officer will maintain documentation of all downtime, and shall send copies of such documentation to the contractor.
- 16.3.7 **Calculation of Reliability Ratio (RR):** RR is the mathematical ratio of operated time (uptime) to out of service time (downtime). The RR will be calculated according to the following formula:

$$RR = \frac{\text{Days in a Month} - \text{Days Out of Service}^1}{\text{Days in a Month}^2} = \frac{DM - DO}{DM}$$

Note: <sup>1</sup>**Fractional Days** apply, i.e., a unit is out of service 8 hours in a 24 hour period equals 1/3 or .33% of a day.

<sup>2</sup>**A day** is allocated as 24 consecutive hours from 12:00 AM to 12:00 AM.

Example: 30 days DM with 2 days, 8 hours DT would result in:

$$RR = \frac{30 - 2.33}{30} = .92$$

- 16.3.8 **Unacceptable Reliability:** If an item of equipment fails to perform at an acceptable level of reliability during the warranty period, the Contracting Officer will notify the contractor and request immediate remedy. Failure to remedy the piece of equipment within 30 days for failure will result in a breach of contract and the immediate return of the equipment and reimbursement of the guaranteed value (V) of the unit as follows:

Original cost of the unit less (-) Freight = \$\_\_\_\_\_ (V)

(V) Less (-) the cost of operation as listed in the Equipment Rental Rate Blue Book for the **first half of 2007** or comparable equipment or the current Federal Fixed Usage Rate for the Class for the State of Alaska, (a, b, or c, per hour) X the number of hours used = \_\_\_\_\_ (DV)

a. Slide-in Material Spreader = **\$63.00** daily

Example: Cost of single unit, less freight = \$150,000. The hourly cost is \$150.00 per hour. The unit was used 150 hours prior to failing the acceptable reliability. The contractor guarantees the unit's worth at \$127,500.



- 16.3.9 Prior to return, the state will correct all reasonable cosmetic deficiencies (such as excessive rust) and those deficiencies that are directly related to damage due to accidents, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer, prior to public auction.
- 16.3.10 Oil samples, as per manufacturer's service manual recommendations, will be taken by State of Alaska Maintenance on the engine, transmission, differentials and hydraulics.
- 16.3.11 In the case of dispute, at the expense of the State, a qualified agent from Northern Adjusters, Inc., or another professionally recognized appraiser, may be commissioned for an independent claim appraisal. Such appraisal shall be binding upon the State and contractor."
- 16.4 **PERFORMANCE BOND FOR WARRANTY & PERFORMANCE:**
- 16.4.1 The performance bond is due at the time of the first purchase order.
- 16.4.2 The state does not have backup equipment in many of its locations. Consequently, new-unit reliability and warranty performance is vital importance. To insure highest possible reliability and warranty service this contract requires the contractor to post **performance security, in one of the forms listed below**, within 30 days of the first purchase order. The purpose of the posted performance deposit is to secure performance over the entire term of the contract. The performance security must cover any remaining warranty in the event that the contractor is unable to or otherwise fails to complete the five-year warranty period. The amount of the performance deposit will be **\$50,000.00**. Release of the performance security will be contingent solely upon the acceptable completion of the terms of the original contract.
- 16.4.3 The Performance Deposit must be posted for a **TWO YEAR TERM, AND THEREAFTER ANOTHER TWO YEAR, THEN ONE YEAR, FINANCIAL GUARANTEE SECURITY OR SURETY BOND SECURED BY A SURETY COMPANY AGREED TO BY THE PARTIES TO THIS CONTRACT WILL BE PROVIDED WITHIN 90 DAYS OF THE EXPIRATION OF THE FIRST SECURITY. Failure to post the successive bond, OR to provide an alternate security as listed below, will be cause for breach of contract and immediate cancellation of any future orders.** The performance deposit will be valid from the date the unit is delivered is placed into service at the assigned location.
- 16.4.4 **Performance Bond:** A performance bond must be written in a form satisfactory to the state by a company authorized to do surety business in Alaska. The performance bond must provide that it is payable to the State of Alaska as security for the contractor's full and faithful performance of the contract.
- 16.4.5 **Alternate Security:** In lieu of a performance bond, a contractor may post security in the form of a certified or cashier's check, or a certificate of

deposit, to be returned to the contractor provided that the contractor fully and faithfully performs the contract, including all warranty obligations.

16.4.6 **Certified or Cashier's Check:** A certified or cashier's check, made payable to the State of Alaska.

16.4.7 **Certificate of Deposit:** A Certificate of Deposit (CD) made payable to the State of Alaska. Inclusion of other verbiage on the "payee" or "pay to" line will render the security unacceptable.

## **17.0 TRADE RESTRICTION CLAUSE (9 CFR Part 30.13FAA Order 5100.38)**

17.1 The contractor or subcontractor, by execution of a contract, certifies that it:

17.1.1 is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

17.1.2 has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

17.1.3 has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

17.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

17.3 Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

17.4 The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

17.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the sponsor cancellation of the contract or subcontract for default at no cost to the Government.

- 17.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 17.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **18.0 CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (49 CFR Part 21 AC 150/5100-15)**

- 18.1 During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
- 18.1.1 **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 18.1.2 **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 18.1.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 18.1.4 **Information and Reports.** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the

contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

18.1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

18.1.5.1 Withholding of payments to the contractor under the contract until the contractor complies, and/or

18.1.5.2 Cancellation, termination, or suspension of the contract, in whole or in part.

18.1.6 **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **19.0 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (Airport and Airway Improvement Act of 1982, Section 520, Title 49 47123, AC 150/5100-15, Para. 10.c)**

19.1 The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **20.0 DISADVANTAGED BUSINESS ENTERPRISES (49 CFR Part 26)**

- 20.1 **Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 20.2 **Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from the State of Alaska. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Contracting Officer This clause applies to both DBE and non-DBE subcontractors.

## **21.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)**

- 21.1 No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- 21.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

## **22.0 ACCESS TO RECORDS AND REPORTS (49 CFR Part 18.36(i),FAA Order 5100.38)**

- 22.1 The contractor shall maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **23.0 ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18.36 & Public Law 94-163)**

- 23.1 The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**24.0 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)**

- 24.1 Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**25.0 RIGHTS TO INVENTIONS (49 CFR Part 18.36(i)(8) & FAA Order 5100.38)**

- 25.1 All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**26.0 TRADE RESTRICTION CLAUSE (49 CFR Part 30.13 & FAA Order 5100.38)**

- 26.1 The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
- 26.1.1 is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
  - 26.1.2 has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
  - 26.1.3 has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- 26.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
- 26.3 Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

- 26.4 The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 26.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.
- 26.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 26.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **27.0 TERMINATION OF CONTRACT (49 CFR Part 18.36(i)(2) & FAA Order 5100.38)**

- 27.1 The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 27.2 If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 27.3 If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 27.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- 27.5 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**28.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR Part 29 & FAA Order 5100.38)**

28.1 The contractor certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to the solicitation/proposal.

**29.0 CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR Part 18.36(i)(12) & Section 306 of the Clean Air Act & Section 508 of the Clean Water Act)**

29.1 Contractors and subcontractors agree:

29.1.1 That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

29.1.2 To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;

29.1.3 That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

29.1.4 To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**30.0 BUY AMERICAN CERTIFICATE:**

30.1 The contractor certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

**31.0 BUY AMERICAN PREFERENCES (Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 & Title 49 U.S.C. Chapter 501)**

31.1 The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:



- 31.1.1 Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
- 31.1.2 Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
- 31.1.3 Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
- 31.2 The contractor is required to assure that only domestic steel and manufactured products will be used by the contractor, subcontractors, material men and suppliers in the performance of this contract, except those:
  - 31.2.1 that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
  - 31.2.2 that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
  - 31.2.3 that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
  - 31.2.4 **Location of final assembly:**
    - 31.2.4.1 Company Name: Henderson Manufacturing
    - 31.2.4.2 Physical Address: 1085 S. Third Street
    - 31.2.4.3 City, State & Zip Code: Manchester, IA 52057
- 31.3 **Contractor's Statement of final assembly:**  
"Welding of stainless steel, attachment of hydraulic pipe, hoses and fittings. Assembly of grizzley gate."
- 31.4 **Contractor's Affirmation of U.S. Componentry:**  
Percentage of U.S. Components....75%

### SECTION III

#### CONTRACT PRICE SCHEDULE

##### Lot #1

Item #	Unit	Description	Total \$ Amount
1a	ea.	Slide-in Material Spreader, minimum 6.9 CY, for mounting on rural airport plow trucks. Warranty as per Section II – Special Terms and Conditions. State Class #564.  FOB: Dockside Seattle/Tacoma Per specifications, contained herein.  Year, Make & Model Offered: <b><u>2007 HENDERSON FSH 10.S 304SS</u></b>	<b><u>\$35,131.00</u></b>
1b	ea.	Optional – Publications (CD Format) In lieu of paper. (As per Spec Item)	<b><u>N/C</u></b>
1c	ea.	Optional – Publications (Paper Format) In lieu of CD. (As per Spec Item)	<b><u>N/C</u></b>

Required Delivery: **Not later than 90 days ARO** to dockside Seattle/Tacoma area.

Offered Delivered Time: **90** Days ARO.

**NOTE:** Final shipment to in-service locations as annotated on the Purchase or Delivery Orders will be arranged and pre-paid by the contractor. The actual cost will be invoiced as a separate line item on the invoice for full reimbursement by the State. Shipping arrangements will always be in the best interest of the State and any extraordinary costs or circumstances pre-approved by the Contracting Officer prior to shipment. Refer to Section III – Contract Price Schedule, paragraph 3.0.

**TRAVEL COSTS** (For warranty performed outside the Anchorage, Fairbanks, or Juneau area):

As per Section III – Special Terms and Conditions, paragraph 5.1.2 and its sub paragraphs, provide the following required information.

Travel Labor Charge                      **\$85.00** per hour

Mileage Charge                              **\$0.71** per mile

## SECTION IV

### SPECIFICATIONS

Material Spreader Specification  
Specification #564  
6.9 CY Stainless Steel Slide-In Material Spreader  
August 21, 2007

#### GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new and of the manufacturer's latest design and construction, stainless steel material spreader with a minimum capacity of 6.9 cubic yards that can slide-in to the dump box of a State owned International 6x4 plow truck equipped with a an 8-yard dump body. (Reference the Dump Truck Box Drawing). Sander shall be equipped with a hydraulic power train operating conveyor and spinner. All material to be grade 304 stainless steel unless otherwise indicated.

Unit must have been in production for a minimum of four (4) years.

Unit to include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

#### APPLICATION:

Spreading sand, crushed rock and/or dirt, with corrosive and non-corrosive chemicals on paved and unpaved roadways or runways. Varying terrain and weather conditions to minus 50 degrees Fahrenheit.

#### 1.0 HYDRAULICS:

- 1.1 The host unit's crankshaft driven hydraulic pump, including hoses, reservoir, and spreader control, will be part of the truck host and are not required to be furnished with spreader.
  - 1.1.1 The host truck's hydraulic pump is capable of providing 20 GPM to the conveyor motors and 5 (five) GPM to the spinner motor, both at 1850 PSI.
- 1.2 Hydraulic motors are to be US manufactured *CHAR-LYNN* 2000 Series or *WHITE* equivalent.
  - 1.2.1 One (1) each motor is to be used for the conveyor.
    - 1.2.1.1 A *POWER WHEEL* Model 6 "T" Series or equal reduction drive gear box is to be used in conjunction with the hydraulic motor for the conveyor. To include a ratio of 25:1.
  - 1.2.2 A separate hydraulic motor is provided to drive the spinner.
    - 1.2.2.1 The motor is directly mounted to the top of the spinner.

- 1.3 Manual Reversing Valve:
  - 1.3.1 To be located on the rear of the unit, next to the gear box to enable the conveyor chain to go into reverse.
  - 1.3.2 To be 20 GPM capable.
- 1.4 Hydraulic Hose: Not required. Hydraulic points to be capped or plugged. State will supply and install. Schematics for hookup are to be provided.

## **2.0 HOPPER:**

- 2.1 All material, except as noted, to be 304 stainless steel.
- 2.2 Seven (7) gauge sides, ends and sills.
- 2.3 Body Length:
  - 2.3.1 Maximum of 10'6" (126 inches) feet (Existing).
  - 2.3.2 The distance from the back edge of the dump body to the doghouse is 10'6" (126 inches). Refer to drawing at the end of this specification.
- 2.4 Dump Box Body Width (Existing):
  - 2.4.1 The actual inside body width 84 ½ (84.5) inches.
  - 2.4.2 The actual outside body width 98 ¾ (98.75) inches.
- 2.5 Sander Body Width:
  - 2.5.1 Minimum 82 inch and maximum 88 inch with exception to the side spill shields that need to extend out to provide an overall width of 102 inches.
  - 2.5.2 Side Spill Shields: Minimum angle of grizzly sides. To take overall width of unit to 102 inches, seven (7) gauge.
- 2.6 Body Height: Maximum 56 inches (from frame base to top side edge).
- 2.7 Conveyor chain protectors are to be bolt-on.
- 2.8 Inverted "V": To be adjustable, replaceable/removable (bolt-on).
- 2.9 To provide lifting eyes at each corner of spreader box.
- 2.10 Note: Fenders and walkways are not to be provided.

## **3.0 HOPPER GRIZZLY:**

- 3.1 Hopper Grizzly is State of Alaska design.
- 3.2 Grizzly is not stainless steel, except as noted.
- 3.3 Shall include heavy-duty grizzly bars over top of hopper body to eliminate oversize material.
- 3.4 To be constructed of minimum 1½ (1.5) inch outside diameter schedule 80 iron pipe.
  - 3.4.1 Approximately 45 inches in length.

- 3.4.2 On 4-1/8 (4.125) inch centers providing approximately 2½ (2.5) inch spacing.
- 3.5 Frame to be assembled in three (3) sections constructed of 3/8 (0.375) x two (2) inch angle iron.
  - 3.5.1 To be properly hinged to permit access into hopper with hinge point approximately 18 inches above hopper body side ledges.
- 3.6 Bottom section for frame angle iron to be positioned so that:
  - 3.6.1 Inside flat side of angle iron sets just inside of top of hopper body ledge.
  - 3.6.2 Top flat side of angle iron to which pipe is attached rests on hopper body top ledge.
  - 3.6.3 Center ridge post to be approximately 3½ (3.5) inch outside diameter schedule 80 iron pipe.
  - 3.6.4 Approximately 18 inches above top of hopper body.
- 3.7 Hopper grating protectors to be stainless steel and consist of vertically welded plates on both ends of hopper body and at division of each grizzly section.
  - 3.7.1 Both front and rear end plates to be approximately (2) inches higher than grizzly. Center plate(s) to be mounted flush with grizzly.
- 3.8 Also refer to 'GRIZZLEY DRAWING' at the end of these specifications.

#### **4.0 AIR DEFLECTOR:**

- 4.1 An air deflector shall be supplied on the upper rear of the unit to help prevent snow, ice, and sand accumulation on the rear of the sander, including lights and the "Keep Back 50 Feet" sign. The sign, which is approximately 16x20 inches, will be supplied and installed by the state, after delivery.
- 4.2 To be bolt-on design, full width of hopper.
- 4.3 Stainless steel, 12 gauge, construction.

#### **5.0 CONVEYOR ASSEMBLY:**

- 5.1 Conveyor chain shall be 100 percent stainless steel including bar flights, all side links, pins, and drive links, running full length of body.
  - 5.1.1 Width, 30 inches minimum.
  - 5.1.2 Shall consist of two (2) heavy-duty strands, minimum capacity of 20,000 pounds, block chain (roller style).
  - 5.1.3 Pins are to be welded to keep pins in place on links.
  - 5.1.4 Flights to be flat type.

- 5.1.4.1 3/8 x 1½ (1.5) inch, welded to side-bars (top and bottom).
  - 5.1.4.2 4½ (4.5) spacing.
- 5.2 Adjustment Screws:
  - 5.2.1 To include two (2) each, heavy-duty, spring-loaded, adjustment screws, to maintain proper conveyor tension.
  - 5.2.2 To provide a minimum of three (3) inch travel for tension adjustment.
- 5.3 Front idler and drive shafts to be minimum two (2) inch diameter, steel.
- 5.4 Front idler to include grease tubes to rear of unit.
- 5.5 Bearings or bushings to include easy access grease fittings, sealed.
- 5.6 Sprockets:
  - 5.6.1 To be drop forged or case hardened, eight (8) tooth.
  - 5.6.2 All sprockets to be common and interchangeable.
  - 5.6.3 Sprockets are not to be welded to shafts.
    - 5.6.3.1 To be keyed type with set screw.
- 5.7 Conveyor Wear Plate:
  - 5.7.1 Consist of ¼ (0.25) inch thick stainless steel wear plate, full width and length of conveyor.
- 5.8 A wiper shall be installed at the discharge end to prevent residue on conveyor chain from being cast onto, and building up on, truck frame and valve body bank.
- 5.9 Front of hopper body conveyor to be cut out the width of conveyor approximately six (6) inches above conveyor.
  - 5.9.1 To include gate or heavy rubber flap to provide access to front of conveyor.
- 5.10 Rear of hopper body to include an adjustable feed gate above conveyor to control flow of material to spinner.
  - 5.10.1 Flange to be two (2) inch.
  - 5.10.2 Gate thickness to be seven (7) gauge.
  - 5.10.3 To include a ruler to determine proper setting of opening.

## **6.0 SPINNER ASSEMBLY:**

- 6.1 Shall consist of a hydraulic motor turning a single center mounted spinner disc. (Hydraulic motor to be mounted directly to top of spinner disc).
  - 6.1.1 Rotation of spinner wheel to be counter clockwise, as looking down on spinner.
- 6.2 Spinner disc to be 24 inch diameter.
  - 6.2.1 To be fluorocarbon of high strength heavy-duty polyurethane elastomer.

6.2.2 To include minimum of six (6) flights.

6.2.2.1 Vanes to be replaceable.

6.3 Capable of distributing material to a minimum radius of 20 foot from the spinner.

6.4 Deflectors:

6.4.1 To be stainless steel.

6.4.2 Manually adjustable and capable of controlling spread in desired directions.

6.4.3 Adjustable to a minimum radius of eight (8) feet.

## **7.0 DUAL ELECTRONIC VIBRATORS (with stainless steel mounting plates):**

7.1 To be *VIBCO* Model DC1600.

7.2 To be located outside center of body, midway up.

7.3 Wires and switches to be shipped loose, in a box.

## **8.0 CAB GUARD:**

8.1 To provide cab guard at front of spreader extending 32 inches beyond front of hopper.

8.2 Bottom of guard to be flush with top of hopper sloping up approximately 24 inches to leading edge of guard with a four (4) inch vertical stiffener across front, welded to leading edge of bottom plate of guard and side plates.

8.3 Side plates to extend to top of front plate and be flush with hopper front end guard plate at front of hopper body.

8.4 Front grizzly protector plate to be cut out per sketch (sketch or photo available upon request) to allow any material spilled on cab guard to slide back into spreader hopper.

8.5 Cab guard to be constructed of minimum of seven (7) gauge stainless steel plate.

8.6 All hardware to be stainless steel. Washers are to be used on both sides. Nuts to be Nylock.

8.7 Also refer to CAB GUARD DRAWING at the end of these specifications.

8.7.1 Note: Drawing to serve only as a guide.

## **9.0 LIGHTING:**

9.1 Rear Flood/Work Lights:

9.1.1 Two (2) each, to include an adjustable, rubber tractor/implement flood-light-Par 36.

9.1.2 Rubber housing, H7614 halogen sealed flood beam, and zinc plated bracket.

9.1.3 Situated to illuminate the spinner material spread pattern on left and right hand side of spreader.

9.1.4 Refer to 'REAR LIGHT DRAWING' at the end of these specifications.

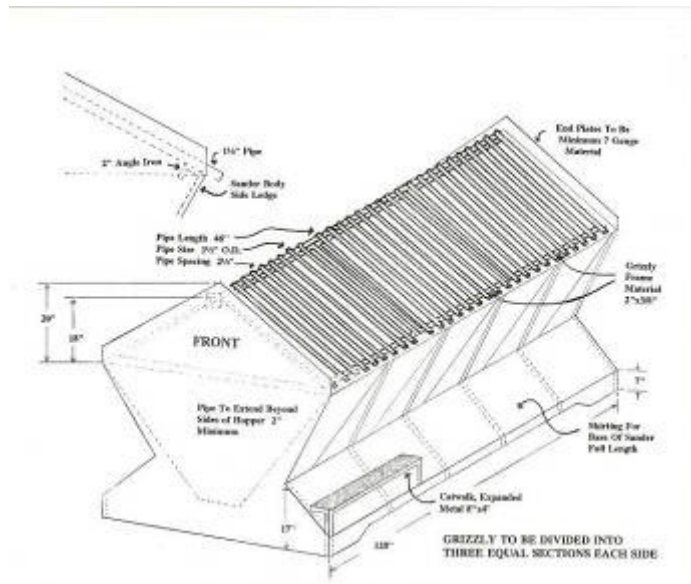
9.1.5 Note: Flood/work lights are the only lighting required.

## **10.0 MISCELLANEOUS:**

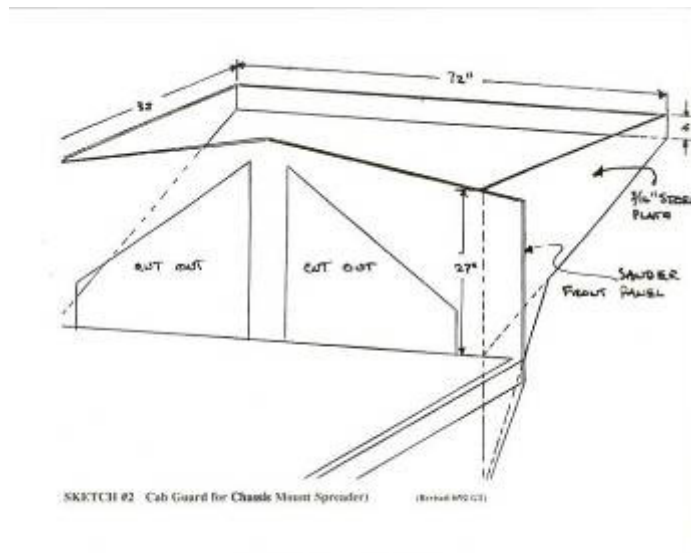
- 10.1 Note: The drawings that are attached are for reference only. Drawings contain items such as fenders and walkways that are not required for this purchase.
- 10.2 To include a slip-in mounting kit including a bolt-on attachment to the tailgate hold/release latch/mechanism.
- 10.3 Sprockets, pulleys, idler shafts, drive shafts, spinner discs, gear boxes, and hydraulic motors are not required to be stainless steel.
- 10.4 All body and structural components not specifically indicated are to be 304 stainless steel.
- 10.5 All exposed edges to be ground and smoothed to eliminate any possibility of cuts by personnel working on or climbing on spreader.
- 10.6 Paint:
  - 10.6.1 Stainless steel is not to be painted.
  - 10.6.2 Non stainless (hydraulic motor, gearbox, grizzly, hydraulic hoses and electrical fixtures) to be cleaned of all contamination and millscale by media blasting (exception to hoses and electrical) and then primed and painted, minimum of 3.5 mils, with urethane product to manufacturer's recommendations or be powder coated, orange or black in color.
- 10.7 Warranty: To be a one (1) year (12-months), 100 percent parts and labor warranty. Refer to Section II – Special Terms and Conditions.
- 10.8 Publications:
  - 10.8.1 As per Section II – Special Terms and Conditions.
  - 10.8.2 Refer to the State PO (Purchase Order) for quantities.



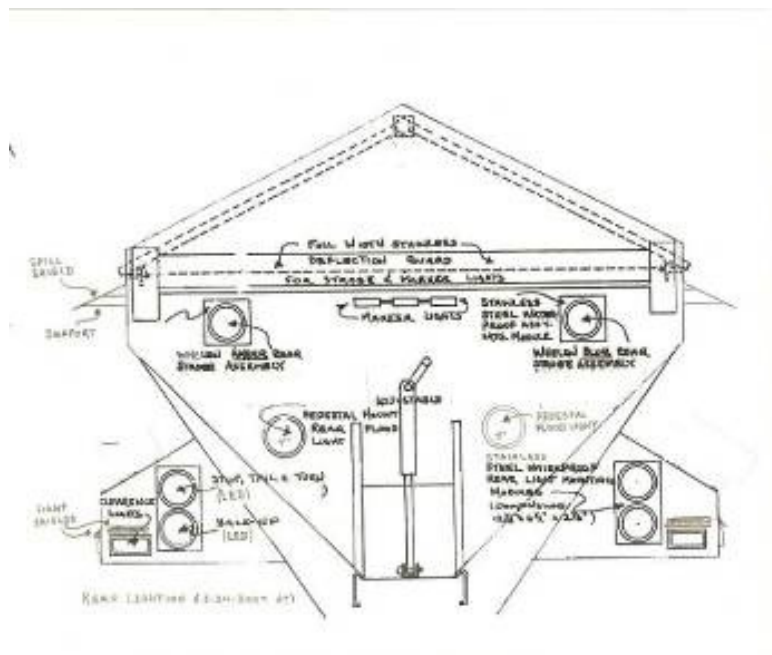
## GRIZZLY DRAWING:



## CAB GRUARD DRAWING (Sketch #2):



## REAR LIGHTING DRAWING:



## DUMP TRUCK BOX DRAWING:

